



FCI Lender Services, Inc.

Loan Servicing • Specialty Servicing • Default

(714) 282-2424 (800) 931-2424 Fax: (714) 282-2425

PREFERRED

DC, GA (exclusively gets GA), MD, NC, SC, VA

ADMINISTRATIVE AGREEMENT

The parties to this agreement are J Taylor Law, LLC (Counsel Firm Name) and FCI Lender Services, Inc., a California corporation (FCI). FCI has been in the mortgage banking industry since 1982. The Specialty Loan Servicing Division of FCI manages the foreclosure and bankruptcy process for private investors (Investor or Investors), as well as financial institutions that look to FCI as a "one-stop" partner in handling their loan servicing, foreclosure, and bankruptcy needs. FCI is in the process of growing its servicing presence in the industry.

The parties acknowledge and agree that in the performance of its duties hereunder, FCI increases the efficiency of the referral, tracking and default process, improves communications between Counsel and the Investor, and therefore adds significant value. The services to be provided by FCI pursuant to this agreement are **only** administrative and clerical. Each party acknowledges that the other party to this agreement is an independent contractor acting on behalf of an Investor, and that neither party will be deemed to be an agent or employee of the other party. This agreement shall not be deemed to create any business entity between the parties to this agreement.

FCI utilizes email as its primary method of tracking the foreclosure and bankruptcy process. Foreclosure, bankruptcy and deed-in-lieu orders are initiated by FCI on behalf of Investors who outsource their foreclosure, bankruptcy and deed-in-lieu management functions to FCI.

Counsel agrees to bill for services in accordance with the current FNMA allowable fee schedule. Should circumstances arise that require additional expenses to be incurred, Counsel shall obtain approval prior to incurring such additional expenses. All FCI referrals shall be invoiced in the name of the Investor at each milestone in the process and paid by the Investor accordingly for each foreclosure, bankruptcy and/or deed-in-lieu. For all referrals that Counsel receives from FCI, which are on behalf of an Investor, the Investor shall be solely responsible for payment of all fees and costs incurred in connection with that action. FCI is not responsible for payment of invoices for referrals from FCI on behalf of an Investor, nor is FCI responsible for all loans being serviced by FCI which counsel is handling the default or loss mitigation action. **All invoices must be in the name of the Investor only.**



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SERVICE LEVEL EXPECTATIONS

FORECLOSURE:

- Breach/Demand Letter - Preparation & Mailing: Within 24-48 hours of receipt of the order
- Title Order: Advise when title is ordered and received (provide copy of report)
- Title Review: Provide summary of title review
- Notice of Sale: Provide Notice of Sale information
- Sale Date: Provide sale results within 24 hours of sale being conducted
- Maintain Foreclosure Tracking Events: Within 24-48 hours of projected due date
- Re-projections: Provide detailed explanation with all reprojections
- Close/Bill: Close file and bill Investor within 48-72 hours of receipt of FCI instructions
- Adhere to FNMA fee schedule; if outside fee schedule, obtain fee approval before proceeding
- Attorney is to keep FCI apprised of changes in State and Local regulations, including but not limited to SCRA regulations
- All communication to be done via email

BANKRUPTCY:

- Confirm Receipt of Referral: Within 24-48 hours
- Completion of Referral (subject to exception if additional time is requested):
 - Proof of Claim*: 14 days from receipt of referral
 - Motion for Relief: 14 days from receipt of referral
 - Transfer of Claim: 7 days from receipt of referral
 - Payment Change Notice*: 7 days from receipt of referral
 - Attorney is to keep FCI apprised of relevant changes or revisions in bankruptcy laws and rules as they relate to servicing of real estate secured loans
 - All other referrals: Case-by-case basis

*Referrals may also be submitted on an escalated basis in the event of a court deadline (i.e. Proof of Claim bar date). The completion of these referrals will be based on an escalated timeline and should be identified as an escalated referral in the initial email to Counsel.



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INDEMNIFICATION

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Counsel agrees that FCI is not responsible for the accuracy, truthfulness or completeness of any and all data, materials, information and documentation (collectively, the Information) obtained from/for the Investor, nor shall FCI have any obligation to independently verify the accuracy, truthfulness or completeness of any Information. FCI makes no representation or warranty with respect to the accuracy, truthfulness or completeness of any Information. Without limiting the foregoing, any errors and/or inaccuracies in any Information which results in any loss or claim shall not be deemed negligence on the part of FCI.

TERMINATION

This Agreement may be terminated as follows:

1. By either party for any material breach of this Agreement, other than failure to make payments under this Agreement (which shall immediately be deemed a material breach for which no cure period shall apply), that is not cured within thirty (30) days of receipt by the party in default of a notice specifying the breach and requiring its cure; provided, however, that if such cure cannot be completed within such 30-day period, the defaulting party shall have such additional time as is reasonably necessary to effectuate such cure as long as such party provides satisfactory evidence of commencement of cure within the 30-day period and of diligent pursuit of such cure; or
2. Immediately by FCI if Counsel's agreement with FCI for performance of default services is terminated for any reason.

Upon termination of this Agreement, Counsel agrees to promptly complete all work in progress, unless otherwise instructed by FCI. Counsel agrees that if instructed to transfer Investor files (upon request of FCI), Counsel will do so in a timely, orderly, and reasonable manner that will ensure no harm or additional expenses of any kind are incurred by FCI.



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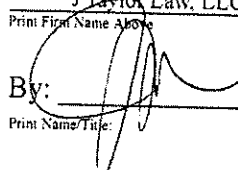
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Upon termination of this Agreement, the parties shall have no further obligations pursuant to the terms of this agreement except for those terms set forth in this agreement which shall survive any termination and remain in full force and effect.

MISCELLANEOUS

This agreement is agreed to have been executed, delivered and entered in Orange County, California. Any legal action filed concerning this agreement must be filed in a court of competent jurisdiction in Orange County, California. This agreement is the entire agreement between the parties with respect to the subject matter of this agreement and supersedes all prior and contemporaneous oral and written agreements. This agreement may be amended only in writing that is signed by each party. Each party has cooperated in the drafting of this agreement.

The foregoing is agreed to by:

J Taylor Law, LLC
Print Firm Name Above
By: 
Print Name/Title:

Date: 12-19-17

FCI LENDER SERVICES, INC.

By: 
Earla Ruelas, Loan Resolution Specialist/Compliance

Date: 12-22-17



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Preferred

GA

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The foregoing is agreed to by:

COUNSEL

By: 

Sign & Print Name:

January U. Taylor
J. Taylor Law, LLC

Date:

9-26-17

FCI LENDER SERVICES, INC.

By: 

Earla Ruetas, Loan Resolution Specialist/Compliance

Date:

9-26-17



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Counsel understands and agrees that the Investor is solely responsible for payment of any and all expenses and/or fees incurred in connection with any referral as contemplated by this letter agreement. In the event the Investor fails to pay the invoice, Counsel will not require payment from FCI.

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The foregoing is agreed to by:

COUNSEL

By: _____

Date: _____

4-27-17

FCI LENDER SERVICES, INC.

By: _____

Earla Ruelas, Loan Resolution Specialist

Date: _____

5-4-17